#### TRADEMARK ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Termination and Release of Trademark Security Agreement recorded at Reel

003954/Frame 0062

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Collateral Agent		01/29/2010	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	EaglePicher Medical Power, LLC		
Street Address:	5850 Mercury Drive, Suite 250		
Internal Address:	c/o Shawn McCue		
City:	Dearborn		
State/Country:	MICHIGAN		
Postal Code:	48126		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3402478	CONTEGO

### **CORRESPONDENCE DATA**

Fax Number: (949)475-4754

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 949-451-3800

Email: skann@gibsondunn.com
Correspondent Name: Stephanie S. Kann
Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER: 26565-00014

NAME OF SUBMITTER: Stephanie S. Kann

TRADEMARK REEL: 004141 FRAME: 0765 .00 3402478

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Signature:	/stephanie s. kann/			
Date:	01/29/2010			
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# TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT, dated as of January 29, 2010, by GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent (as defined below) for the benefit of the Secured Parties (as defined below) in connection with the Second Amended and Restated First Lien Credit and Guaranty Agreement, dated as of December 31, 2007 (as amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement") by and among EAGLEPICHER CORPORATION, a Delaware corporation (the "Borrower"), CERTAIN SUBSIDIARIES OF THE BORROWER (the "Guarantors"), the LENDERS PARTY THERETO FROM TIME TO TIME (the "Lenders") and GENERAL ELECTRIC CAPITAL CORPORATION, as Administrative Agent (together with its permitted successors in such capacity, the "Administrative Agent") and as Collateral Agent (together with its permitted successor in such capacity, the "Collateral Agent"). Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement.

WHEREAS, pursuant to a Joinder Agreement dated as of March 11, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Joinder Agreement"), EaglePicher Medical Power, LLC, a Delaware limited liability company (the "Grantor"), became a party to an Amended and Restated First Lien Pledge and Security Agreement dated as of December 31, 2007 in favor of the Collateral Agent (the "Security Agreement"), by and among the Borrower, each other entity party there to as a "Grantor" and the Collateral Agent;

WHEREAS, pursuant to the Security Agreement, the Grantor was required to execute and deliver a Trademark Security Agreement dated as of March 11, 2009 (the "Trademark Security Agreement"), which Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 003954, Frame 0062 on March 17, 2009, for the purpose of securing the full, prompt and complete payment and performance of the Secured Obligations (as defined in the Trademark Security Agreement) of the Borrower and each other Credit Party; and

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor granted, assigned and pledged to the Collateral Agent, for the benefit of the Secured Parties, by way of collateral security, all of the Trademark Collateral (as defined in the Trademark Security Agreement) as security for the full, prompt and complete payment and performance of the Secured Obligations (as defined in the Trademark Security Agreement).

The Collateral Agent, on behalf of the Secured Parties and in connection with the sale of the outstanding equity interests in the Grantor, has agreed (i) to terminate and release its security interest and its right, title and interest in, to and under certain of the Trademark Collateral which are identified on Exhibit A attached hereto, all goodwill of the business connected with the use of, and symbolized by, each Trademark listed on Exhibit A; and all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (x) infringement or dilution of any Trademark or Trademark licensed under any Trademark License listed on Exhibit A or (y) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License listed on Exhibit A (collectively, the "Released Trademarks"), such Released Trademarks being owned by and registered in the name

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of the Grantor and (ii) to assign and transfer to the Grantor all deeds, assignments and other instruments as may be necessary or proper to reassign, reconvey and re-vest in the Grantor the entire right, title and interest to the Released Trademarks as herein provided.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of the Secured Parties, hereby releases the Grantor from the Trademark Security Agreement and assigns and transfers to the Grantor, without representation, warranty or recourse, all of the Collateral Agent's right, title and interest in and to each of the Released Trademarks, effective as of the date set forth above.

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GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent

Name: Donald Cavanagh
Title: Duly Authorized Signatory

[Signature Page to Termination and Release of Trademark Security Agreement]

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## EXHIBIT A

# A. REGISTERED TRADEMARKS

EaglePicher Medical Power, LLC	USA	CONTEGO	77/035,519	3,402,478	03/25/08
Legal Entity	Country	Trademark or Trade Name	Serial No.	Reg. No.	Reg. Date

B. TRADEMARK APPLICATIONS

None.

C. TRADEMARK LICENSES

None.

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**RECORDED: 01/29/2010** 

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